



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
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Fairfax, Virginia 22035-0013

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V I R G I N I A

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HRWORX, LLC.  
21527 Golden Autumn Place  
Ashburn, VA. 20148

Date JUL 29 2003

Attention: Pat Brown, President

Subject: Acceptance of Contract Award

Reference: RQ03-672329-13A/Resume Builder and Resumix "Snapshot" system Software development

## ACCEPTANCE AGREEMENT

Award of contract is hereby made on July 18, 2003 to HRWORX, LLC. for the term beginning date of award through July, 2008 for Resume Builder and Resumix "Snapshot" system software development.

- 1) This Acceptance Agreement;
- 2) The terms and conditions of RFP03-672329-13 to include any addenda, clarification questions, and HRWORX revised Warranty and Maintenance Policy.
- 3) The pricing schedule of RFP03-672329-13
- 4) Memorandum of Negotiations, dated and signed July 22, 2003

Other representations:

This is not an order; a Purchase Order or other notice to proceed will follow.

An original Certificate of insurance, as described in Paragraph 23 of the Special Provisions, is required within ten (10) days of contract award.

All prior representations and additional or inconsistent oral or written statements are superceded, null and void.

County Purchasing Agent:

Cathy A. Muse  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent.

7/29/03  
Date

**Memorandum of Negotiations for RQ03-672329-13A****Resume Builder and Resumix "Snapshot" system software development.**

Fairfax County (hereinafter called the County) and HRWORX, LLC (hereinafter called the Contractor) hereby agrees to the following in execution of Contract RQ03-672329-13A.

The Contract shall include the following:

- The Request for Proposal (RFP), as issued to include any addenda
- HRWORX, LLC's Technical and Business Proposals dated June 25, 2003
- This Memorandum of Negotiations
- HRWORX, LLC revised Warranty and Maintenance Policy, submitted July 17, 2003

The following negotiated issues and answers are incorporated into contract RQ03-672329-13A.

**ISSUES OF NEGOTIATION:**

Regarding the Addendum to the Technical Proposal, clarification of submitted proposal, dated July 9, 2003.

**Section 5.2-5.5 Testing:**

- Test plans/scripts must have acceptance signatures of both parties (HRWorX and Fairfax County) prior to the beginning of test.

**Test plans and scripts will be developed and accepted by both parties. They will be developed from the requirements phase of the project. The test plans/scripts could be modified once the prototype has been developed. Boundary conditions, such as Oracle server not available, will also be tested. Plans will be signed by HRWorx and FFX County prior to beginning of testing.**

- Once the application has been transferred to the Fairfax Non-Production environment and retested for accuracy and functionality, it must be transferred to the County's Production (Live), environment and retested for accuracy and functionality.

**Testing will be done in non-production and production environments. Testing will be done at each phase as individual components and as a complete product. We will be moving our servers to the data center; therefore, the final production test will be in a new environment with a new IP address.**

- Any and All bugs should be fixed and re-tested prior to the application going into the production environment at no cost to the county.

**All bugs will be tested and re-testeded in non-production and if applicable in production until final move to production. Bugs discovered after we move to production, will be corrected, and re-tested in our non-production and production environment.**

- Please define "assist" in the fourth paragraph, first line of the addendum.

**HRWorx will work with the County of Fairfax employees to ensure smooth migration to production environment. HRWorx will be available as needed to troubleshoot and offer support.**

## Page 2 - Negotiations

**New Issues of Negotiation:**

- Test plans/scripts will be written by both parties (HRWorX and Fairfax County).

**Yes, these test plans/scripts will be a product developed from requirements phase and/ or modified after review of the prototype.**

- Fairfax County reserves the right to terminate this contract, without penalty, should Mike Organek and/or Mark Cornwell, as well as any key personnel leave the firm prior to final acceptance, signature and payment of this project, deeming it complete.

**HRWorx agrees to this clause. Company has been established as Limited Liability Company, personnel mentioned are partners of the company. As part of agreement, partners are required to give six months notice prior to departure. Also, being a LLC all partners must agreed before someone may leave the firm.**

- HRWorX will not bar any employee who leaves the firm, from contracting, through our RFP process, with Fairfax County for completion of this job, or new jobs to be performed.

**HRWORX' does not have a non-compete clause.**

- Fairfax County understands that the HRWorX's core application is in the conceptual stage and that we will be the first host site for the developed project. Does HRWorX plan to solicit and sell this product, based on the request for development from Fairfax County, to other entities or firms?

**HRWorx is bidding this contract as a custom application, service provider. At this point they have not made a decision what they will sell. They build core code and libraries of code that can be modified to meet client specifications.**

**Acceptable considerations:**

**Warranty and Maintenance Policy:**

Please refer to paragraph 5 "Other Services" of the Special Provision, section 5.6 Guaranty. – Contractor shall guarantee all products furnished shall be free from defects in material and workmanship under normal use and service for a period of one (1) year after delivery and acceptance. The contractor shall assume all expenses covering return or replacement of defective or improper merchandise. – Warranty and Maintenance period extended from 90 days offered by HRWorX to one year, to start upon final acceptance and completion of project.

**Lifetime warranty has been extended as long as the environment does not change. If it is a true bug, in the code, HRWorx will fix regardless of the timeframe or when it is discovered. Reasonableness test will apply, such as server patches. HRWorx would be consulted prior to any modifications to discuss possible code problems.**

- Any "bugs" as defined by HRWorX in the Maintenance Period of their policy will be fixed by contractor for an additional year after first year Warranty and Maintenance period at no additional charge to the County.

**See above answer.**

- Any enhancements or upgrades of the software due to modifications for sale to other entities or firms will be offered to Fairfax County free of charge.

**If HRWorx identifies a change, or there are enhancements or upgrades that should be made, they would be happy to give us the code free of charge. If we want them to install the code, we would pay their normal hourly rate or negotiated a price.**

## Page 3 Negotiations

- When the Warranty and Maintenance policy becomes effective the hourly rate for the unnamed technician, based on the collective average of the current salary rate, shall be offered at \$125.00/hr.

Because the tech has not been hired at this point, reports as specified to be written by "The Tech" positions may actually be done by higher level of employee. Current rate has been discounted from \$170 to \$150. Lowering rate further could jeopardize GSA rate, therefore, rate will remain at \$150.

Performance Bond:

- HRWORX's agreed that in lieu of a performance Bond being obtained by the vendor, or having the County hold a certified check for a percentage of the work to be done by the Vendor in escrow, the County will invoke the following:

"Should the contract be terminated for any reason, between payment milestones, it is agreed that monies paid at the last payment milestone reached constitutes the total amount due under this contract"

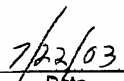
Payment milestones to be offered:

- 25 % - \$18,450.00 to be paid once the County has approved the requirement phase task.
- 25 % - \$18,450.00 to be paid once the testing and integration phase has begun.
- 20 % - \$ 14,760.00 to be paid once the project goes Live.
- 15 % - \$ 11,070.00 to be paid upon Completion and sign off on acceptance.
- 15 % - \$ 11,070.00 to be paid *within 90 days after* the Completion of all tasks.

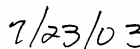
Task milestones and dates will be revised by both HRWorX and Fairfax County.


Accepted by:

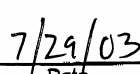
  
Pat Brown, President HRWORX, LLC

  
Date

  
Evelyn Grieve, SAC Chairperson

  
Date

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent.

  
Date



## Warranty and Maintenance Policy

Item	Description	W	M	C
1	Bug fixes*	X		
2	Support for:**			
3	A) Disaster recovery		X	
4	B) Hardware upgrades (new computer, hard disk, etc)		X	
5	C) Operating system upgrades (OS patch or upgrade)		X	
6	D) Integrated software upgrades a. Oracle b. Resumix		X	X
7	E) Browser upgrades (maintenance – dot upgrades, customization – number upgrades)		X	X
8	F) Network upgrades/changes (routers, firewalls, IP addresses, etc)		X	
9	G) Email server upgrade/change		X	
10	Functional changes			X
11	Cosmetic changes (look and feel)			X

\*Bug fixes-bug fixes are considered application errors on the original system as accepted into production with no changes to the operating system or environment into which the application was originally implemented. This includes any external system to which the application integrates or communicates with.

\*\*Support-any changes to the working system or environment that have been coordinated prior to implementation. These issues will be limited to returning the application to its original operating condition without having to rewrite code to accomplish it.

1. Warranty – is given, without cost, for the application(s) in their original condition and in the original environment. Most warranty work is problem determination with an appropriate fix, if a HRWorX issue, or notification to the proper County resource, if not.

a. Original is considered as follows:

- i. same hardware and in the same configuration as originally implemented
- ii. same operating system as originally installed
- iii. same network and configuration of network properties

- iv. same external software and configuration as originally integrated with (i.e. Resumix 6.3, Oracle 8, etc.)
    - v. same external hardware and configuration (i.e. email server)
  - b. Under the Warranty period all trouble tickets will be considered by HRWorX and placed into one of 4 possible categories:
    - i. Bugs – immediate – these are errors or issues that keep the system from working, as contracted for, and requires immediate attention. Response to these issues will be as stated in the contract, normally within 2 hrs, with an issued fix implemented within 3 working days or as agreed to by HRWorX and the County.
    - ii. Bugs – non-immediate – these are issues with the applications that don't fall into the above category, but are considered bugs in the product or a problem in how the product operates within the County environment as contracted for. Response to these issues will be within the scope of the contract and the issued fix will be implemented within 20 business days or as agreed to by HRWorX and the County.
    - iii. Bugs – unfixable – these are issues or requests that are unable to be corrected due to external factors or associated products that cause the bug and are outside the ability of HRWorX to correct. If possible, a suggested work around will be offered by HRWorX after due consideration and research into the problem. If a resolution cannot be found or agreed upon, HRWorX and the County will convene a meeting to discuss possible alternatives.
  - c. HRWorX can be contacted by email, phone, or through our issues tracking software.
2. Maintenance – is contracted for at our normal hourly rate on a T&M basis or can be a fixed price contract for a set number of hours at our normal hourly rate. Maintenance work will be accomplished as agreed to by HRWorX and the County. Normally maintenance work is minor in nature and is in response to disaster recovery, County hardware/software upgrades, or changes to the production environment. If maintenance is purchased through a fixed price contract, work will be accomplished until the hours are exhausted at which time the County can renew the maintenance or contract with HRWorX at their normal T&M hourly rates. All maintenance work, excluding disaster recovery, must be coordinated with HRWorX prior to the change being made. This will ensure that work is done in the most efficient manner and also to ensure that the County does not implement a change or upgrade that will cause a fatal error in the applications. Normally maintenance work is accomplished in an accelerated time frame based on the County's time schedule.
3. Customization – is all change or upgrade requested for the applications and contracted for. Each change or set of changes will be contracted and negotiated for as a separate engagement, or as an amendment to the current contract, prior to work commencing. Customization can be any work that is associated with applications that the County has implemented.